

District Judges

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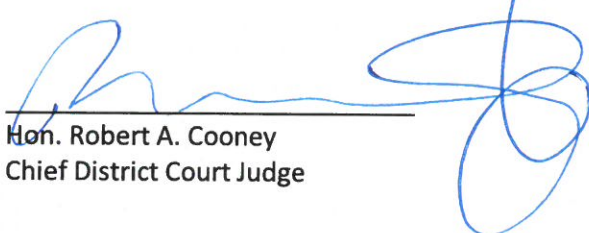
LOCAL ADMINISTRATIVE ORDER 2022-05

Rescinds Local Administrative Order 1999-02

COURT CLOSURE DUE TO WEATHER EMERGENCY
Leelanau County

In accordance with the Supreme Court Administrative Order 1998-05 directing all trial courts to adopt a severe weather policy, the Court will adhere to the policy of Leelanau County and the current union bargaining agreement with respect to unscheduled court closings in the event of bad weather. With respect to reporting of time, the Court will follow the current union bargaining agreement. A copy of the Grand Traverse policy and the current union bargaining agreement is attached.

Date: 03/15/2022



Hon. Robert A. Cooney
Chief District Court Judge

All regular part-time employees are covered by a life insurance policy effective on the first month following thirty (30) days of continuous employment in the amount of Ten Thousand and no/100 Dollars (\$10,000.00.) The entire premium is paid for by the County.

Upon separation of employment, the life insurance policy is portable. The employee is responsible for premiums thereafter.

8. Travel Expenses See Travel Policy.

9. Inclement Weather

- A. When the County buildings are officially closed by the Chairperson of the Board of Commissioners, or the Vice Chairperson in his/her absence, in consultation with the County Administrator, due to inclement weather or other acts of God and employees are instructed to return home, they will be paid for their regularly scheduled hours.

Prior to the opening of the County buildings on any regularly scheduled workday, the Chairperson of the Board of Commissioners, or the Vice Chairperson in his/her absence, in consultation with the County Administrator, may officially close the County buildings due to inclement weather or other acts of God. In such event, employees shall be paid for their regularly scheduled hours. Employees who do not return to work because of continuing inclement weather conditions after the County has been officially reopened must use personal days or vacation leave in order to be paid.

The decision to close the County will be broadcast on the following local media if possible:

RADIO

WTCM 580 AM and 103.5 FM
WCCW 107.5 FM
WKLT 97.5 FM

TELEVISION

WPBN and WTOM Channels 7 and 4
WWTV Channels 9 and 10

- B. When an employee is on vacation leave or personal days, he/she shall not be charged with the time if an inclement weather day occurs during that period if they are compensated for the entire day before and the entire day after the inclement weather day.
- C. This inclement weather policy shall not apply to employees who provide emergency services or who are called into work by their Supervisor.

Any proposed changes in work schedules from those set forth above will be reported to and discussed with the Union in accordance with this section at least five (5) working days before such changes are made.

Section 11.2 Lunch Break

Employees shall be granted a minimum one-half (1/2) to a maximum one (1) hour non-paid lunch period exclusive of the seven and one-half (7 1/2) working hours. The normal lunch period will be one (1) hour unless modified by mutual written agreement between the employee and their Supervisor.

Section 11.3 Work Breaks

Employees are allowed two (2) fifteen (15) minute work breaks, one (1) in the first part of the shift and one (1) in the second part of the shift, per day, which are to be taken at a time to allow for the continuous and effective operation of the Court.

Section 11.4 Overtime Work

- A. Overtime must be pre-approved by the Court Administrator or his/her designee.
- B. If requested to work overtime, an employee will be expected to do so unless they are excused for good cause.
- C. Overtime payment for those employees covered by the FLSA shall be at time and one-half (1 1/2) for all work performed in excess of forty (40) hours in any one week. This includes as time worked paid holidays, approved vacation leave, approved bereavement leave, personal leave, or compensatory time.
- D. All overtime work to which overtime pay is applicable shall be based on position, need, and efficiency within the Court within a reasonable period of time and within the classification affected, provided the employee is capable and qualified of performing the work. Overtime payment shall be paid unless otherwise requested and approved by the Court Administrator. Compensatory time may be accumulated up to a maximum of 40 (forty) hours, after which all overtime shall be paid in wages. Compensatory time may be used as needed by the employee and as approved by the Court Administrator.
- E. Non-exempt employees of the Community Corrections Department receiving phone calls outside of normal work hours, from law enforcement or other treatment agencies, etc., shall receive compensation for one-half (1/2) hour for each call received. In all other cases, non-exempt employees of the bargaining unit will be paid a minimum of two (2) hours at time and one-half (1 1/2) in the event they are called in to work at the courthouse, treatment facility, jail, etc., during non-scheduled work hours.

Section 11.5 Lost Time Due to Weather or Safety Conditions

In the event the Employer determines that any of its offices will not open due to weather or safety conditions, the Employer shall give notice of the closure to the media on or before

6:30 a.m. Under such circumstances, employees may, at their discretion, use any accumulated leave time or be permitted to make up the time within one month provided that the make-up time does not cause the hours worked to cause overtime without prior approval.

In the event the Employer determines that any of its offices are to be closed early during work hours due to weather or safety conditions, employees who work at such closed office shall suffer no loss of time or pay.

Section 11.6 Pay Periods

The employer shall provide for biweekly pay periods. Each employee shall be provided with an itemized statement of his or her earnings and of all deductions made for any purpose. Pay day will be every other Friday. Should a pay day fall on a declared holiday, pay checks or statements will be distributed by the close of the working day preceding the holiday.

Section 11.7 Hourly Rates

Appendix A, attached, defines the wages, by wage/salary grade, applied to the job classifications represented by this Agreement.

Section 11.8 Job Classifications

Appendix B, attached, lists the job classifications, by wage/salary grade, represented by this Agreement.

ARTICLE XII **LEAVES OF ABSENCE**

Section 12.1 General Considerations

The Employer may exercise any of its rights under the Family and Medical Leave Act. Current leave time allowed under this Article shall not be reduced but is subject to the Employer's rights under the Family and Medical Leave Act as noted above.

A leave of absence is a written authorized absence from work. A leave shall be granted, denied, or extended by the Employer upon written request for such leave from a bargaining unit employee who shall state the reason for such leave upon his/her application. Such leave may be without pay unless otherwise provided for in this contract. Only a regular full-time or regular part-time employee who has worked continuously for the Employer for one (1) year or more shall be granted a leave of absence. This provision covers leave for various reasons including illness, education, parenting, or other personal reasons, subject to all the provisions of this Agreement. In no event shall the duration of any leave exceed twelve (12) calendar months, including any other paid or unpaid time taken off for the same reason as the leave, including, but not limited to, FMLA leave or time off under any other provisions of this Agreement unless extended by mutual agreement or required by law.